

**VIRGINIA:**

**IN THE CIRCUIT COURT OF THE CITY OF RICHMOND**  
**John Marshall Courts Building**

**MATTHEW J. HILGEFORD**

**Plaintiff,**

**v.**

**AMERICAN INTERNATIONAL  
GROUP, INC. (AIG)**

**AND**

**NATIONAL UNION FIRE  
INSURANCE COMPANY OF  
PITTSBURGH, PA.**

**AND**

**AIG DOMESTIC CLAIMS, INC.**  
a.k.a: AIG CLAIMS SERVICES, INC.

**AND**

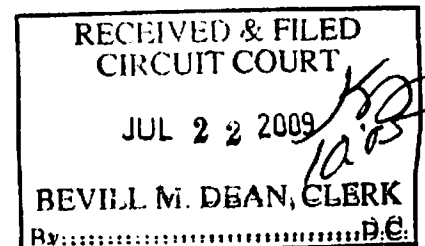
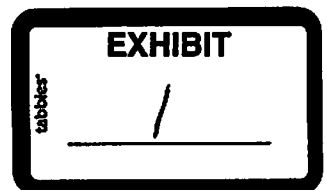
**BANK OF AMERICA, NA**  
**Defendant(s)**

**CIVIL ACTION CASE NO.**

*CL09-3352-4*

**COMPLAINT**  
**JURY TRIAL DEMAND**

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***Counsel for Defendants:***

***American International Group, Inc. (AIG) and  
National Union Fire Insurance Company Of Pittsburgh, PA.***

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**Richmond, Virginia 23218-1122**

***Counsel for Defendant:***

***Bank of America, N.A.***

***Registered Agent for AIG Domestic Claims, Inc.:***

**CORPORATION SERVICE COMPANY**

**STREET: 11 S 12TH ST**

**PO BOX 1463**

**RICHMOND, VIRGINIA 23218-0000**

## **COMPLAINT**

COMES NOW the plaintiff, Matthew J. Hilgefard and moves this Honorable Court for judgment against the Defendants, American International Group, Inc. (AIG), National Union Fire Insurance of Pittsburgh, PA, AIG Domestic Claims, Inc. formerly AIG Claims Services, Inc. and Bank of America, National Association (Bank of America, NA.) and as grounds therefore states as follows:

- 1) The Defendant, American International Group, Inc., (AIG) is a corporation, which solely owns and manages National Union Fire

Insurance of Pittsburgh, PA. and its subsidiary AIG Domestic Claims, Inc., Inc. formerly AIG Claims Services, Inc..

- 2) The Defendant, National Union Fire Insurance of Pittsburgh, PA. licensed in this Commonwealth to write Blanket Accident Insurance, which is solely owned and managed by American International Group, Inc., (AIG), to Bank of America, NA. customers pursuant to Section 38.2 - 100 through Section 38. 2 – 137 of the Code of Virginia as amended.
- 3) AIG Domestic Claims, Inc., formerly AIG Claims Services, Inc. is a corporation, which is solely owned and managed by National Union Fire Insurance of Pittsburgh, PA., which is solely owned and managed by American International Group, Inc., (AIG).
- 4) The Defendant, Bank of America, National Association (Bank of America, NA) licensed in this Commonwealth to perform banking operations and interests pursuant to the Code of Virginia as amended.
- 5) The Plaintiff has named three Defendants, American International Group, Inc. (AIG), National Union Fire Insurance of Pittsburgh, PA and AIG Domestic Claims, Inc., “formerly AIG Claims Services, Inc.”, as defendants due to the uncertainty of the legality of their internal business practices and corporate name of the insurer(s) known

to Plaintiff only as American International Group, Inc., "AIG." and/or American International Companies and/or AIU Holdings, Inc. and/or The United States of America, and/or etc.. At the time of the filling of this action.

- 6) At the time of the occurrences alleged herein and at the time this action was filed, all Defendants regularly conducted and/or collaborate to do business activity overtly and/or covertly together in the City of Richmond, Virginia.
- 7) On November 08, 2006 the Plaintiff was on or around the 400 block of West Grace Street in Richmond, Virginia when, the Plaintiff was assaulted by a male individual who grabbed the Plaintiff's walking cane and repeatedly struck him and beat him in the head with the Plaintiff's walking cane.
- 8) The Plaintiff with his injuries was able to make it to his vehicle and drive two blocks to the police station where the Plaintiff was able to summon help from law enforcement.

--see exhibit # 2

- 9) The plaintiff was received at McGuire Veterans Hospital Emergency room with head trauma. The Plaintiff suffered (a) head lacerations, pain, bruising and trauma (b) brain injury(s), and over the next few

days the Plaintiff suffered numerous brain attack(s)/damage(s) until the cascading effects of the initial brain attack(s)/damage(s) finally ceased. In all, the Plaintiff suffered four - (4) brain attack(s)/damage(s) due to the perpetrator's attacks/assault on the streets of Richmond, Virginia, before the Plaintiffs medical condition stabilized.

- 10) The Plaintiff was permanently disabled due to the perpetrator's attacks/assault with the Plaintiffs right side upper and lower extremities and face paralyzed. The Plaintiff suffered numerous brain attacks since the assault and his doctor has refused to allow him to return to work because of injuries to his head, which affected the performance of Plaintiff's arm, hand, fingers, leg, and foot, which paralyzed the entire right side of the Plaintiff's body including but not limited to the face.

--upon request - Veterans medical records - (McGuire Veteran Medical Center)

- 11) Between July 09, 2007 and December 13, 2007, the perpetrator of the attack on the Plaintiff was apprehended and adjudicated and the perpetrator was found "Guilty" of assault and battery in Richmond General District Court/Criminal in the State of Virginia.

--see exhibits # 4

12) On November 08, 2006 the Plaintiff maintained his insurance policy with the Defendants under the name Matthew J. Hilgefurd and the policy number of AIG 9540523 provided for, among other provisions a monthly benefit amount of Five Thousand Dollars a month for six months and after the period of six months if still disabled a one time pay out of One Million Dollars. In which the Plaintiff Matthew J. Hilgefurd is permanently disabled directly due to the attack.

--see exhibits # 5

13) The Plaintiff duly made claims for payment of the policy but was denied coverage up to the extent of the available \$1,030,000.00. To date, the Defendants have made no payments to the Plaintiff.

--see exhibit # 6

14) Defendants' refusal to pay the Plaintiff the full One Million Thirty Thousand Dollars is a violation of the terms and conditions of the Plaintiff's insurance policy, in relation to which the Plaintiff stands as the primary policyholder.

--see exhibit # 7

15) The Plaintiff laid claim by following a collection procedural process by sending the Defendant's numerous demand letters for payment of the Plaintiff's policy. However, the Defendants made no such payment.

--see exhibits # 8

*Letters of Claim*

Whereas the Defendants entered into a mutual agreement to sell insurance policies to patrons of Bank of America, NA and in doing so to enrich themselves and to deprive the Plaintiff of such benefits of the insurance policy. Additionally, undeniably broadening the permanent physical and mental injury to the Plaintiff.

WHEREFORE, the plaintiff respectfully requests for the foregoing reasons, judgment against the Defendants American International Group, Inc. (AIG) , National Union Fire Insurance of Pittsburgh, PA, and AIG Domestic Claims, Inc. Bank of America, N. A., to enter an "ORDER" awarding him:

- a) Compensatory and consequential/presumed and/or ? damages  
in the amount as the court may deem proper.
- b) (\$1,030,000.00) One Million Thirty Thousand Dollars as  
authorized under the insurance policy plus interest.

c) A reasonable *pro se* consultant's fee: and

d) His costs.

**JURY DEMAND**

Also with respect to this Honorable Court the Plaintiff at this time demands  
a trial by jury.

MATTHEW J. HILGEFORD

A handwritten signature in black ink, appearing to read 'Matthew J. Hilgefords', is written over a horizontal line.

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804-426-5559 - Cell